

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

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| In re: | § | |
| | § | |
| Alta Mesa Resources, Inc., et al. | § | Bankruptcy Case No. 19-35133 |
| | § | |
| Debtor. | § | |
| ----- | § | |
| Mustang Gas Products, LLC, | § | |
| | § | |
| Plaintiff-Appellant | § | Bankruptcy Adv. No. 20adv03114 |
| | § | |
| v. | § | |
| | § | |
| Wells Fargo Bank, National | § | Civil Action No. 4:25-cv-02977 |
| Association, <i>et al.</i> , | § | |
| | § | |
| Defendant-Appellees. | § | |

**PLAINTIFF-APPELLANT’S STATEMENT OF ISSUES
TO BE PRESENTED ON APPEAL**

Plaintiff-Appellant Mustang Gas Products, LLC (“Mustang”) submits the following issues for presentation in the instant appeal per Fed. R. Bankr. P. 8009(a).¹

1. Whether the trial court erred in granting summary judgment by determining there is no genuine dispute as to any material fact and that Defendants are entitled to judgment as a matter of law pursuant to Fed. R. Civ. P. 56(a), as incorporated by Fed. R. Bank. P. 7056?
2. Whether the trial court erred in its application of Oklahoma state law to the summary judgment factual record in determining the Mustang Agreements fail to form covenants running with the land?
3. Whether the trial court erred by relying on the existence or absence of four (4) select contract provisions (factors) identified in *Alta Mesa Holdings, LP. v. Kingfisher Midstream, LLC*, 613 B.R. 90 (Bankr. S.D. Tex. 2019) (hereafter the “Kingfisher Decision”) in finding the original covenanting parties did not intend to form covenants running with the land, to

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bankruptcy Court’s *Memorandum and Opinion* [Doc. No. 123].

the exclusion of other probative Mustang Agreement provisions and additional factors evidencing the parties' intent to form such covenants?

4. Whether the trial court erred by failing to construe each of the Mustang Agreements "as a whole" in determining the original covenanting parties' did not intend to form covenants running with the land under Oklahoma law?
5. Whether the trial court erred by finding the 25 D-H Plant Agreements do not contain provisions purporting to bind successors?
6. Whether the trial court erred in finding the Hinkle Agreement and/or Chaparral Agreement are terminable at will?
7. Whether the trial court erred by failing to draw all inferences and conclusions from the evidence presented in the light most favorable to non-movant, Mustang, in finding the Mustang Agreements fail to reveal the "expressed intention of the parties" to form covenants running with the land under Oklahoma law?
8. Whether the trial court erred by weighing the evidence presented in finding the Mustang Agreements fail to reveal the "expressed intention of the parties" to form covenants running with the land under Oklahoma law?
9. Whether the trial court erred by determining the credibility of the evidence presented in finding the Mustang Agreements fail to reveal the "expressed intention of the parties" to form covenants running with the land under Oklahoma law?
10. Whether the trial court erred in failing to certify to the Oklahoma Supreme Court the question of the proper standard for determination of whether an oil and gas gathering agreement forms a real property covenant under Oklahoma law.

Respectfully Submitted:

/s/: Kenneth H. Blakley

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CERTIFICATE OF SERVICE

I hereby certify that on August 21, 2024, I electronically transmitted the foregoing document to the Clerk of Court using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the ECF registrants.

/s/: Kenneth H. Blakley